

CONTRACT FOR SERVICES

AGREEMENT made this day between the Secretary of State of Mississippi, C. DELBERT HOSEMANN, JR. (hereinafter referred to as "SECRETARY"), and (Contractor), (Hereinafter referred to as "CONTRACTOR"), whose address is (address).

IT IS CONTEMPLATED that in consideration of the mutual benefits and advantages to each other, and to meet the demands of this office within the time frame necessary, SECRETARY does therefore engage CONTRACTOR for the purposes and for the time set forth below; and CONTRACTOR does agree to perform the services as described. IT IS HEREBY AGREED:

1. SCOPE OF SERVICES. CONTRACTOR shall provide (SOW)

The CONTRACTOR represents and warrants that the services performed shall be of professional quality consistent with and in accordance with generally accepted industry standards for the performance of such services.

2. PERIOD OF PERFORMANCE. Unless this contract is extended by mutual agreement or terminated as prescribed elsewhere herein, this contract shall begin on the date it is signed by all parties and shall continue until the close of business on June 30, 2010.

3. CONSIDERATION AND PAYMENT. As consideration for the satisfactory performance of this Agreement, SECRETARY agrees to pay and CONTRACTOR agrees to accept payment (amount).

CONTRACTOR shall at all times be regarded as and shall be legally considered an independent contractor and neither CONTRACTOR nor its employees shall, under any circumstances, be considered servants, agents or employees of SECRETARY, and SECRETARY shall at no time be legally responsible for any negligence or other wrongdoing by CONTRACTOR, its partners, principals, officers, agents, employees or representatives. Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partners, joint ventures, or any similar relationship between SECRETARY and CONTRACTOR.

At no time shall CONTRACTOR be authorized to do so and no time shall CONTRACTOR act as an agent for SECRETARY. SECRETARY shall not be responsible for any federal or state taxes.

The CONTRACTOR shall submit invoices monthly as services are provided. The State requires the CONTRACTOR to submit invoices electronically throughout the term of the Agreement. Invoices shall be submitted to the SECRETARY using the processes and procedures identified by the State.

Payments by SECRETARY shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the

CONTRACTOR'S choice. CONTRACTOR understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

SECRETARY agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of invoice. Invoices submitted more than sixty (60) days after performance of services under the contract will not be paid.

CONTRACTOR understands and agrees that all funds supporting this Agreement emanate from an appropriation from the State of Mississippi and in the event that the supply of funds is decreased or is stopped entirely, then SECRETARY shall have the right to immediately cancel this Agreement and CONTRACTOR shall have the right to receive payment for any services rendered up until the date of the notice of termination and CONTRACTOR'S obligation to perform shall cease on such date.

4. ITEMIZED SERVICES AND INSPECTION OF BOOKS AND RECORDS.

CONTRACTOR shall submit to the SECRETARY at such times and in such form and manner as the SECRETARY may direct, an itemized invoice for services rendered in an amount compatible with the consideration fixed herein. SECRETARY shall have the right to inspect and audit the books and records of CONTRACTOR. Such books and records shall be retained and maintained by CONTRACTOR for a minimum of three years following the termination of or the expiration of this agreement.

5. TERMINATION. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of any such termination. In such event, all finished or unfinished work shall be and remain the property of the SECRETARY and CONTRACTOR shall be entitled to receive an amount which bears the same relation to the total compensation as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less any payments previously made to CONTRACTOR.

In the event of failure of the CONTRACTOR to deliver services in accordance with the Agreement terms and conditions, the SECRETARY may document specific deliverables that the CONTRACTOR must provide within a mutually agreed upon completion date. This provision does not limit either party's right to pursue any other remedy available at law or in equity.

Subject to other terms and conditions of this Agreement, in the event the CONTRACTOR defaults in any obligations under this agreement, the SECRETARY may withhold any payments to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due SECRETARY from CONTRACTOR are determined.

6. CHANGES. SECRETARY may, from time to time, require and request changes in the scope of services of CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation which are mutually agreed upon by and between the parties shall be included in written amendments to this Agreement. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the SECRETARY.
7. ASSIGNABILITY AND SUBCONTRACTING. CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of SECRETARY thereto. None of the work or services covered by this Agreement shall be subcontracted without prior written approval by SECRETARY.
8. DISCRIMINATION. CONTRACTOR understands that SECRETARY is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and CONTRACTOR agrees during the term of the Agreement to strictly adhere to this policy in its employment practices and provision of services. The CONTRACTOR shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State and local laws and regulations, as now existing and as may be amended or modified.
9. CONFIDENTIALITY. Any writings, reports, forms, information, ideas, data, electronic or otherwise given to, prepared by, or in any way generated, accomplished or accessed by CONTRACTOR in carrying out the terms of this Agreement shall be kept confidential by CONTRACTOR and no such information shall be made available to any individual, organization, or otherwise by CONTRACTOR without the prior written approval of SECRETARY.
10. APPLICABLE LAW. The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The CONTRACTOR shall comply with applicable federal, state and local laws and regulations.
11. NOTICES. All notices to the SECRETARY required or permitted under this Agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, at the address set forth below. Notice shall be deemed given when actually received or when refused.

For CONTRACTOR

For SECRETARY

Mississippi Secretary of State
Attention: Karana Carroll
Post Office Box 136

12. AUTHORITY TO CONTRACT. CONTRACTOR warrants (a) that it is a validly organized business with valid authority to enter into this Agreement; (b) that it is qualified to do business and is in good standing with the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and (d) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
13. FAILURE TO ENFORCE. The failure by SECRETARY at any time to enforce the provisions of this agreement shall not be construed as a waiver of such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of SECRETARY to enforce the provision at any time in accordance with its terms.
14. REPRESENTATION REGARDING CONTINGENT FEES. The CONTRACTOR represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed.
15. REPRESENTATION REGARDING GRATUITIES. The CONTRACTOR represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
16. MISSISSIPPI EMPLOYMENT PROTECTION ACT. The CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The CONTRACTOR agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation,

CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

WITNESS OUR SIGNATURES, this the ____ day of _____, 2009.

By _____
Print Name
For (contractor)

Karana Carroll
For C. Delbert Hosemann, Jr.
Secretary of State